



4242 MERRICK ROAD, MASSAPEQUA, NEW YORK 11758

NEIL H. GREENBERG, ESQ.

JUSTIN M. REILLY, ESQ.

KEITH E. WILLIAMS, ESQ.

VICTORIA SPAGNOLO, ESQ.

PARALEGALS

ROSA COSCIA

CATALINA ROMAN

September 1, 2022

[REDACTED]

**PERSONAL & CONFIDENTIAL**

Dear Mr. [REDACTED]

You, (hereinafter sometimes referred to as the client), hereby retain The NHG Law Group, P.C. to represent [REDACTED] in the defense of the action styled [REDACTED]

**LEGAL SERVICES TO BE RENDERED**

I anticipate performing the following legal services for you:

- a) Telephone and personal consultations and interviews;
- b) Investigations of facts and research of law;
- c) Correspondence and telephone calls;
- d) Preparation and filing of all necessary papers;
- e) If necessary interviewing and hiring, with your prior approval and at your expense, experts to assist in the preparation of your case;
- f) Negotiating settlement and drafting settlement agreements, or in lieu thereof;
- g) Preparing you and your witnesses for depositions and/or a hearing;
- h) Trying your case or representing you at any and all required hearings.

**FEE RATE**

In consideration of the above, you agree to pay me at the rate of \$550.00 an hour for services rendered. My associates' time is billed out at \$450.00 an hour. Telephone conferences, correspondence, review of all letters and papers will be billed at a minimum of ten minute increments. All other work in your matter will be billed on actual time expended. For all matters to be attended out of the office, you will be billed for travel time, and costs associated therewith as appropriate.

PHONE: 516.228.5100

FAX: 516.228.5106

INFO@NHGLAW.COM

WWW.NHGLAW.COM

WWW.NEWYORKOVERTIMELAW.COM

### COSTS

In addition to my fees, you will be responsible for filing fees, subpoena costs, messenger fees, costs of transcripts and depositions, photocopies, and facsimile transactions. These fees will be billed out to you routinely and payment will be timely expected.

### EXPERTS AND CONSULTANTS

Expert or consultant fees, if required, and the personal services of others who are not employed by this office are not included in my fees, and monies received as a retainer will not be used to pay for these services. You, as my client, and not this office, are responsible for payment of these fees. However, no such experts or consultant will be retained on your behalf without your permission to do so.

### RETAINER

You agree that upon signing this Agreement, you will pay to The NHG Law Group, P.C. an initial minimum retainer of \$10,000.00, which shall be paid upon the execution of this retainer. This fee shall be placed in my regular operating account. Because each case is unique, I cannot estimate the amount of time I will spend on your case nor the amount of expenses and disbursements which will be required. Consequently, I cannot predict the total amount of my fee. Upon the expiration of the initial retainer, you will be required to advance additional fees, as necessary, against which subsequent time charges shall then be credited, in accordance with my "Fee Rate", as is more fully explained on page one, hereof.

In addition to being unable to predict the total amount of your fees, I also cannot guarantee the ultimate outcome of your case. Therefore, by executing this retainer you acknowledge that I have not made any representations or guarantees to you that any specific result will be obtained in any of your matters. What I do represent and guarantee, however, is that I will represent you with the highest degree of professional skill that I possess.

Our minimum fee is intended to operate as follows:

- a. The time initially expended on your matter will be charged against the minimum fee. However, if your matter is concluded, whether by settlement or by judicial action, in less time than would be required to expend the minimum fee on the basis of time alone, we shall retain the minimum fee and there would be no refund of any part of the minimum fee. An additional retainer may be required as time charges warrant.
- b. If our relationship is terminated in less time than would be required to expend the minimum fee on the basis of time alone, without your matter having been concluded by settlement or judicial action, then we shall not

retain the entire minimum fee. Rather, in that event a fair and reasonable fee will be determined in accordance with legally accepted standards and only such portion of the minimum fee as represents such fair and reasonable fee would be retained. The elements of a reasonable fee are set forth in DR 2-106 of the Lawyer's Code of Professional Responsibility, a copy of which provision will be furnished to you upon request.

### **BILLING PROCEDURE**

You will receive an itemized billing approximately every thirty (30) days. In the event that your fees exceed the amount of the retainer, and unless other arrangements are made, you will pay the amount due within thirty (30) days of the billing.

If no comment about the billing is received within fourteen (14) days of the statement date, I will assume that you have seen the bill and find it acceptable.

It is expressly understood and acknowledged that in the event that the account to me is not kept current, in accordance with the terms of this Agreement, no further work will be done on the case until the outstanding balance has been paid in full.

### **FEE DISPUTE**

In the event that you dispute the amount of the fee charged by this office for work performed on your behalf, you have the right to seek to resolve the dispute by arbitration. Upon notification that you dispute the fee amount, I will forward to you the necessary documents for you to commence the arbitration process.

### **ARBITRATION**

In the event that a dispute arises between us relating to our fees, you may have the right to arbitration of the dispute pursuant to Part 137 of the Rules of the Chief Administrator of the Courts, a copy of which will be provided to you upon request.

### **WITHDRAWAL**

You may discharge me at any time, and I will release your file upon payment of the outstanding billing to date.

I will withdraw as your attorney in the event that you:

- a) Insist I do something illegal;
- b) Do not follow my advice or instructions;
- c) Do not cooperate with me;
- d) Do not pay my bill.

**Do not sign this retainer letter agreement unless you fully and completely understand it. By signing, you certify that you have no questions and/or that all questions in connection with this matter have been fully and completely explained to your satisfaction, as well as acknowledging receipt of a copy of this contract.**

**Dated: Massapequa, New York  
September 1, 2022**

  
  
**The NHQ Law Group, P.C.  
By: Justin M. Reilly, Esq.**



NEIL H. GREENBERG  
& ASSOCIATES, P.C.  
COUNSELORS AT LAW

4242 MERRICK ROAD, MASSAPEQUA, NEW YORK 11758

NEIL H. GREENBERG, ESQ.  
JUSTIN M. REILLY, ESQ.  
KEITH E. WILLIAMS, ESQ.

PARALEGALS  
ROSA COSCIA  
CATALINA ROMAN

June 8, 2022

[REDACTED]

**PERSONAL & CONFIDENTIAL**

Dear Mr. [REDACTED]

You, (hereinafter sometimes referred to as the client), hereby retain NEIL H. GREENBERG & ASSOCIATES P.C. to represent [REDACTED] in the defense of Title VII claims, FLSA claims, and NYLL claims made by [REDACTED] through her counsel, [REDACTED].

**LEGAL SERVICES TO BE RENDERED**

I anticipate performing the following legal services for you:

- a) Telephone and personal consultations and interviews;
- b) Investigations of facts and research of law;
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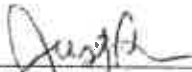
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**Dated: Massapequa, New York  
June 8, 2022**





**Neil H. Greenberg & Associates, P.C.  
By: Justin M. Reilly, Esq.**